

**VOLUNTARY CLEANUP CONTRACT
11-6057-NRP**

**IN THE MATTER OF
BIO TECH FACILITY, LEXINGTON COUNTY
and
HFL, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and HFL, LLC, with respect to the Property located at 151 Old Wire Road, West Columbia, South Carolina. The Property includes approximately 256 acres identified by Lexington County Tax Map Serial Number 008096-02-002. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of October 14, 2011, and any amendments thereto, by HFL, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as

amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "HFL" means HFL, LLC
- B. "Beneficiaries" means HFL's Non-Responsible Party employees, lenders, members, managers, parents, shareholders, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of HFL or its Beneficiaries.

H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).

J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Owners and Operators: The owners and operators of the Property include the following:

Phillip A. Brown

NA to March 30, 1990

Alan H. Brill

Wyman Boozer Realty, Inc.

Land & Lab Technology, Inc.*

March 30, 1990 to present

*Land & Lab Technology, Inc. changed its name to Bio Tech, Inc. in 1997.

B. Property and Surrounding Areas: The Property is rectangular in shape and

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located at the intersection of Old State Road (S-32-66) and Old Wire Road (S-32-1258) in West Columbia. The Property is bounded generally by Old State Road to the east, Toms Creek to the south, 12th Street Extension to the west, and property owned by Van Hoffman and A.G. Westbrook to the north. Old Wire Road divides the Property running from east to west.

The date of first development is unknown. The Property had been developed for agricultural use by the early 1940s and is still being used for growing crops. Land and Lab Technology purchased the Property in 1990 and constructed a wastewater treatment facility. The majority of the Property consists of seven areas that serve as a spray field for the deposition of wastewater from an on-site wastewater treatment plant. Wastewater from domestic and commercial sources was brought to the site by tanker trucks and processed at the treatment plant. After processing the wastewater was delivered to the spray fields by an underground piping system. Application of wastewater was rotated between the seven areas depending upon amount of wastewater, weather, field conditions, and groundwater monitoring results. The wastewater treatment plant is located within a fenced area of approximately 3.5 acres on the southern portion of the property and includes an office building with an attached warehouse and truck maintenance shop, two holding tanks (150,000 and 250,000 gallon capacity) used for aeration and stabilization of wastewater, and several utility sheds. One of the sheds housed an on-site laboratory for preliminary testing of incoming waste/sludge materials. Treatment of wastewater stopped in 2010 and the wastewater treatment plant has been vacant since December 2010. The treatment system has been emptied.

The spray fields have been farmed by John Culler since the 1970s. Only hay has been grown on the Property in recent years. Based upon information from Mr. Culler, earlier crops were limited to corn and soy beans.

C. Permits: Bio Tech holds an active land application permit (#ND0069761) for the wastewater treatment system. The permit requires semi-annual sampling of three on-site groundwater monitoring wells. Bio Tech has submitted a closure plan to the Department that is under review and plans to request that the permit be inactivated. The wastewater treatment system will be dismantled.

D. Investigations / Reports: The land application permit requires semi-annual groundwater monitoring. A March 2000 monitoring report first documented nitrate concentrations in groundwater that exceeded regulatory standards. Nitrate concentrations in groundwater have exceeded regulatory standards during every monitoring period since September 2004.

In July 2011 J. N. Pease Environmental Group performed a Phase I environmental site assessment for the Property. The on-site operation of the treatment system was identified as a recognized environmental condition. The detection of nitrates above regulatory standards in groundwater samples from on-site wells was also identified as a recognized environmental condition. No off-site recognized environmental conditions were identified.

In July 2011 J. N. Pease Environmental Group performed a Phase II environmental site assessment for the Property. The assessment consisted of temporary monitoring well installation, groundwater sampling, and subsurface soil sampling. Sample collection for the Property consisted of the following:

- A subsurface soil sample (2-4 feet below ground surface {BGS}) was taken from each of the three temporary monitoring wells during installation. All samples were submitted for priority pollutant metals (excluding asbestos), chlorinated pesticides, PCBs, priority pollutant-VOCs, priority pollutant-SVOCs, and cyanide analysis.

- Groundwater samples from the three temporary monitoring wells and three existing monitoring wells. All samples were submitted for priority pollutant metals (excluding asbestos), chlorinated pesticides, PCBs, priority pollutant-VOCs, priority pollutant-semiVOCs, cyanide, methane, sulfate, nitrate-nitrite, and fecal coliform analysis.

The results are summarized as follows:

- For soils, the only detections were for priority pollutant metals. None of the detected concentrations exceeded the U.S. EPA Region 9 Preliminary Remediation Goal for residential values.
- For groundwater, there were no detections for chlorinated pesticides, PCBs, VOCs, SVOCs, cyanide, and methane in any sample. Detections for priority pollutant metals did not exceed the MCL in any sample. Sulfate concentrations did not exceed the secondary MCL in any sample. Nitrate/nitrite concentrations exceeded the MCL in five samples. Fecal coliform exceeded the recommended level (for drinking water) in two samples.

A Phase I environmental site assessment (Carolina Wetland Services *Report of Phase I Environmental Site Assessment, Saxe Gotha Tract* dated May 5, 2006) was prepared for an adjacent property located west of the subject Property. The report included a 1959 aerial photograph (Figure 4) that included most of the subject Property. Several structures identified as a residence and barns or sheds are shown on the subject Property. These structures are no longer present.

E. Violations / Enforcement Activities: Two enforcement actions for unauthorized discharge of treated sludge to the environment have been initiated against Bio Tech by the Department. Both actions have been resolved and closed.

F. Applicant Identification: HFL is a South Carolina limited liability company with its principal place of business located at 4424 Carolina Highway in Denmark South Carolina. HFL affirms that it has the financial resources to conduct the response action pursuant to this Contract.

G. Proposed Redevelopment: HFL will acquire the Property and intends to lease the building. The remainder of the Property will be placed in agricultural use until suitable commercial or industrial uses are found.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. HFL certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. HFL also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. HFL agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by HFL, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by HFL, or its designee in accordance with the schedule provided in the initial Work Plan. HFL acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment on the Property that cannot be anticipated with this Contract. HFL agrees to perform the additional assessment consistent with the intended uses of the Property under the purview of this Contract; however, HFL may seek an

amendment of this Contract to clarify its further responsibilities. HFL shall perform all actions required by this Contract, and any related actions of HFL's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). HFL shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any

of the following:

- i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii). the full EPA Target Compound List (TCL);
 - iii). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - iv). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - v). EPA Target Compound List Pesticides (TCL-Pesticides);
 - vi). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - ii. and/or any other special parameter testing based on site history.
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of HFL's consulting firm(s), analytical laboratories, and HFL's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). HFL shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work

Plan.

- 7). The Department will notify HFL in writing of approvals or deficiencies in the Work Plan.
- 8). HFL, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). HFL shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). HFL shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). HFL shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. HFL shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling

locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). HFL shall characterize any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, HFL shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). HFL shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. HFL shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). HFL shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). HFL shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to HFL, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). HFL shall collect and analyze soil samples from locations on the Property. HFL shall collect at least one surface soil sample and at least one subsurface soil sample from each of the following locations:
 - a). A surface soil sample (0-2 foot below ground surface {BGS}) and subsurface soil sample (2-4 feet BGS) shall be collected from a presumed background location. The soil samples shall be analyzed for TAL Metals.
 - b). Any locations of soil staining or other indications of Contamination on the Property. Soil borings will be advanced to a maximum depth of four (4) feet BGS. A surface soil sample (0-2 feet BGS) and a subsurface soil sample (2-4 feet BGS) from each boring shall be collected. Samples shall be analyzed for the full EPA-TAL and EPA-TCL.
 - c). At least ten (10) percent of soil samples shall be analyzed for the full EPA-TAL and EPA-TCL.
- 2). A surface (0-2 feet BGS) and a subsurface soil sample (2-4 feet BGS) shall be collected in the area of the on-site laboratory. Soil samples shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Two borings shall be installed adjacent to the holding tanks. A surface soil sample (0-2 feet BGS) and a subsurface soil sample (4-6 feet BGS) will be collected from each boring. Soil samples shall be analyzed for TAL-Metals and the full EPA-TAL and EPA-TCL.
- 4). A grid will be established in the area of the spray fields and agricultural fields. Thirty-two (32) soil borings will be advanced from pre-selected grids to determine the presence or absence of contamination associated with historical and current site use. In general, five (5) borings will be advanced within each of the seven designated spray/agricultural field areas. One exception includes the northwest spray field (i.e., spray field #5) in which two soil borings will be advanced under this task. The balance of the soil sampling within the northwest spray field will include three (3) soil borings

- completed as specified in Item 5, below. Soil borings will be advanced to a maximum depth of two (2) feet BGS. A surface soil sample (0-1 feet BGS) and a subsurface soil sample (1-2 feet BGS) will be collected from each boring. Samples shall be analyzed for TAL Metals and chlorinated pesticides.
- 5). Three borings shall be installed in the area of the Property where buildings are shown on Figure 4 of the May 5, 2006 Carolina Wetland Services *Report of Phase I Environmental Site Assessment, Saxe Gotha Tract*. A surface soil sample (0-1 feet BGS) and a subsurface soil sample (1-2 feet BGS) will be collected from each boring. Samples shall be analyzed for SVOCs, TAL Metals and chlorinated pesticides.
 - 6). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). HFL shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three monitoring wells. Existing monitoring wells may be used if they satisfy location and construction criteria. Specific locations shall be as follows:
 - a). At the east side of the wastewater treatment system and the two holding tanks;
 - b). At the east side of the office building and attached warehouse/garage;
 - c). In the area of the Property where buildings are shown on Figure 4 of the May 5, 2006 Carolina Wetland Services *Report of Phase I Environmental Site Assessment, Saxe Gotha Tract*.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs, SVOCs, and Nitrogen, Nitrate-Nitrite. The groundwater sample from the monitoring well installed where buildings are shown on Figure 4 of the May 5, 2006 Carolina Wetland Services *Report of Phase I Environmental Site Assessment, Saxe Gotha Tract* shall be analyzed for the

full TAL/TCL parameters and TCL pesticides.

- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Assess Sediment and Surface water quality:

- 1). HFL shall collect and analyze two sediment and two water samples from Toms Creek on the Property. The samples shall be collected as:
 - a). One sediment and corresponding water sample at the point where Toms Creek enters the Property;
 - b). One sediment and corresponding water sample from Toms Creek before it leaves the Property;
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, VOCs and SVOCs.
- 3). Surface water quality results shall be compared to the values in the SC Water Classifications and Standards, R.61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS.

H. Assess Drum Contents:

HFL shall collect and analyze one liquid sample from the 55-gallon drum located adjacent to the former cattle barn. The sample shall be analyzed for the full TCL and TAL-Metals.

I. Evaluate and control potential impacts to indoor air:

- 1). HFL shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and

- Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.
- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of a appropriate number of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
 - 3). The Department may allow HFL to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
 - 4). HFL shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

J. Institute reasonable Contamination control measures:

- 1). HFL shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). HFL shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). HFL shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. HFL may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, HFL shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - ii. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

- iii. Upon completion of any corrective measures, HFL shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

K. Monitor and/or abandon the monitoring wells:

- 1). HFL shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). HFL shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. HFL shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). HFL agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by HFL.

PUBLIC PARTICIPATION

6. HFL and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day contribution claim notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by HFL.
- B. HFL shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign will state "Voluntary Cleanup Project by HFL under Voluntary Cleanup Contract 11-6057-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of HFL. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). HFL shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). HFL agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). HFL shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
 - 6). The sign(s) may be removed to accommodate building or grading activities; however, HFL shall restore the sign within two (2) days to its original location,

or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. HFL shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. HFL shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. HFL shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. HFL shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property. The Declaration shall restrict uses of the property to agricultural, industrial or commercial uses, and shall prevent use of groundwater as drinking water for human consumption. The recorded Declaration shall be implemented as follows:
 - A. Upon execution of this Contract and when HFL acquires ownership of the Property, the Department shall prepare and sign the Declaration prior to providing it to HFL. An authorized representative of HFL or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. HFL or its Beneficiaries shall file the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. HFL or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
 - D. The Declaration shall be recorded on the master deed of any planned development for the Property and noted, or referenced hereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
 - E. The Declaration shall reserve a right of entry and inspection for HFL or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). HFL or its Beneficiaries shall ensure that the restrictions established by the

Declaration remain on any subdivided property.

- 2). HFL or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- F. The Declaration shall provide that the Department has an irrevocable right of access to the Property after HFL acquires the Property, and such right of access shall remain until additional assessment and any remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- G. HFL or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- H. The Department and the property owner may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

CROPPING AND HARVESTING

10. HFL or its Beneficiaries shall adhere to the following schedule and restrictions for use of the spray fields:

- A. Food crops with harvested parts that touch the sewage/soil mixture and are totally above the land, such as melons, squash, or strawberries; shall not be harvested for 14 months after application of sludge solids.
- B. Food crops with harvested parts that are below the land surface, such as beets, peanuts, or turnips; shall not be harvested within 20 months of the application of sludge solids if the sludge remains on the ground surface, without being incorporated into the soil, for a period of time greater than four (4) months.
- C. Food crops with harvested parts that are below the land surface, such as beets, peanuts, or turnips; shall not be harvested within 38 months of the application of sludge solids if the sludge is incorporated into the soil within four (4) months of the time of application.
- D. Food, feed, or fiber crops shall not be harvested within 30 days after application of the sludge solids.
- E. Animals shall not be allowed to graze on the land for 30 days after the application of sludge solids.

NOTIFICATION

11. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of

notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Mark Berenbrok
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to HFL shall be submitted to HFL's designated contact person who as of the effective date of this Contract shall be:

John Boyd
HFL, LLC
4424 Carolina Highway
Denmark, SC 29817

FINANCIAL REIMBURSEMENT

12. HFL or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup

Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to HFL on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

John Boyd
HFL, LLC
4424 Carolina Highway
Denmark, SC 29817

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 17 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 17 herein.

ACCESS TO THE PROPERTY

- 13. HFL agrees the Department has an irrevocable right of access to the Property for environmental response matters after HFL acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

14. A Certificate of Completion shall be issued to HFL or its Beneficiaries for the Property under this Contract as follows:

- A. HFL or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that HFL or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been filed, but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that HFL or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if HFL or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

15. HFL or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State, the community, or the Department. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. HFL shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

16. The obligations and protections of this Contract apply to and inure to the benefit of the Department, HFL, and its Beneficiaries. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. HFL or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. HFL and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, HFL or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or

entity:

- 1) Is eligible to be a Bona Fide Prospective Purchaser for the Property;
- 2) Has sufficient resources to complete the activities of this Contract;
- 3) Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4) Will assume the protections and all obligations of this Contract and,
- 5) Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration pursuant to this Contract, HFL or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is recorded on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

17. HFL, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide HFL or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in HFL's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of HFL or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by HFL or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by HFL or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by HFL or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of HFL's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should HFL or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by HFL or its Beneficiaries have been stabilized or mitigated such

that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of HFL or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, , and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

18. HFL and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from CERCLA contribution claims.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

- B. Effective on the date the Certificate of Completion is issued by the Department.
- 1). The Department's covenant not to sue HFL and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by HFL or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by HFL or its Beneficiaries. The Department retains all rights under State and Federal laws to compel HFL and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by HFL or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

19. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than HFL and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than HFL and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY HFL

20. HFL retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. HFL and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination. However, HFL and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

21. HFL and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by HFL or its Beneficiaries. HFL and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY HFL AND ITS BENEFICIARIES

22. In consideration of the protections from the Department under this Contract, HFL and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

23. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

[COMPANY NAME]

BY:

DATE:

HFL, LLC

11/10/11

John Boyd, Manager
John Boyd, Manager

APPENDIX A

HFL

Application for Non-Responsible Party Voluntary Cleanup Contract

October 14, 2011



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual / Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name HFL, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Name Mr. John Boyd Title Manager Email johnwboyd@live.com
Address 4424 Carolina Highway Phone1 803-284-2246 Phone2 803-383-2864
City Denmark State SC Zip 29807

b. Other Signatories ☒ None

| Name | Title | Phone | Email | Signature Required On Contract? |
|------|-------|-------|-------|---------------------------------|
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |

5. Physical Location of Applicant's Headquarters

Street address 4424 Carolina Highway Suite Number 29817
City Denmark State SC Zip 29817

6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) _____ Title _____
Street Number or PO Box _____ Phone1 _____ Phone2 _____
City _____ State _____ Zip _____ Email _____

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in South Carolina (state)
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

| Name | Name |
|---------------------------------|------|
| <u>HFL Holdings, LLC (100%)</u> | |
| | |
| | |
| | |

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☒ Yes ☐ No

d. If yes, identify all affiliations: HFL Holdings, LLC (John W. Boyd 90% Julian Wilson 10%)

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

John W. Boyd
Authorized Signatory

Co Signatories

II. Property Information

9. Location

- a. Physical Address 151 Old Wire Rd.
- b. County Lexington, in the Area of Cayce SC, outside of Cayce City limits
- c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____ (town/city)

10. List any Companies or Site names by which the Property is known

ProTech land & lab Tech.

Utilities, Inc. (parent owner of above)

11. Total Size of Property Covered by this Contract 204 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

Intensive Development - located off of a large collector road (12th St. Ext.). Other nearby uses include industrial, commercial & agricultural.

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

1. Heating oil tank (500 gal) above ground (retained)
2. Heating oil tank (500 gal) above ground (retained)
3. Heating oil tank (300 gal) above ground (retained)
4. 2500 Water tank (retained) above ground
5. 1 septic (retained)
6. 250,000 (closed) above ground - holding tank for treated domestic waste water
7. 150,000 (closed) above ground - holding tank for treated domestic waste water
8. 4,000 (closed) above ground - holding tank for treated domestic waste water
9. 10,000 (closed) below ground - holding tank for treated domestic waste water
- 4-9. have been cleaned & cleared of domestic waste water by current owner.

a. Tax Map Parcel# 008094-02-002

b. Acreage 294 acres

c. Current Owner Land & Lab Tech. Inc.

d. Owner Mailing Address CL BioTech Inc.
2335 Sanders Rd.
Northbrook, IL 60062

e. Contact Person for Access David White

f. Access Person's Phone # 803.371.7391 cell

g. Is Parcel Currently Vacant? ☐ Yes ☒ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☒ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☒ Not operating since Dec. 201
(approx date)

☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since _____ (approx date)

☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since _____ (approx date)

☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since _____ (approx date)

☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since _____ (approx date)

☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since _____ (approx date)

☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Agricultural, commercial or industrial -
Building on the property will be leased for commercial purposes. Remainder of property will be placed in agricultural use until suitable commercial or industrial uses are found.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☐ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

Proposed agricultural use may include fertilizers & pesticides applied in accordance with labeling instructions. Future commercial and/or industrial uses are unknown at this time.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 4
☐ No

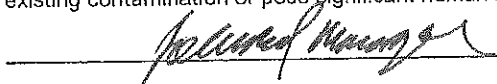
19. Projected Increase to the Tax Base as a result of this redevelopment: \$unknown at this time

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☒ Other _____

- b. Please Describe:

It is noted that the Buyer will discontinue use of spray field operation. Buyer will not resume use of property as a spray field for domestic waste water. Buyer will salvage or recycle any tanks that are being decommissioned.

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

Volkmar Consulting Services, LLC

Company

PO Box 2489

Address

Goose Creek, SC

City

State

29445

Zip

Thomas E. Volkmar, P.E. 27827 843.718.1032

Project Contact 1

S.C PE/PG Reg. #

Phone 1

Phone 2

email

James Pease

PEM#10923

843.249.4169

fax 843.278.9228

email

Project Contact 2

S.C PE/PG Reg. #

Phone 1

Phone 2

email

J.N. Pease Environmental

jpeallc@comcast.net

24. Legal Counsel (Optional)

Oglethorpe, Deakins, Nash, Smoak & Stewart, P.C.

Firm

Elizabeth B. Partlow 803.252.1300

Attorney

Phone 1

Phone 2

1320 Main St. Ste. 1000

Cala.

SC

29201

elizabeth.b.partlow

Street Number or PO Box

City

State

Zip

email

@oglethorpedeakins.com

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

James Manager

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by J.N. Pease Environmental Group

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

July 12, 2011

Phase I

J.N. Pease Environmental

Aug. 22, 2011

Phase II

Vicki May Consulting Services & J.N. Pease Environmental

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

James Manager

Signature(s)

This Section for Department Use Only

| | | |
|---------------------------|-----|--|
| Assigned File Name | | |
| Eligible for NRP Contract | Y N | |
| Assigned File Number | | |
| Assigned Contract Number | | |